

**Fill in this information to identify the case:**

Debtor 1 Bruce A. Eutsler

Debtor 2 Hope R. Eutsler  
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Ohio

Case number 20-30188-jpg

**Official Form 410S1****Notice of Mortgage Payment Change**

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

U.S. Bank National Association, not in its individual capacity but

Name of creditor: solely as trustee for RMTP Trust, Series  
2021 BKM-TT

Court claim no. (if known): 4-2

Last 4 digits of any number you use to  
identify the debtor's account:

9 4 3 7

**Date of payment change:**

Must be at least 21 days after date  
of this notice 08/01/2021

**New total payment:**

Principal, interest, and escrow, if any \$ 703.63

**Part 1: Escrow Account Payment Adjustment****1. Will there be a change in the debtor's escrow account payment?**☐ No☒ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: \_\_\_\_\_

Current escrow payment: \$ 271.47

New escrow payment: \$ 284.97

**Part 2: Mortgage Payment Adjustment****2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?**☐ No☒ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: \_\_\_\_\_

Current interest rate: 3.625%

New interest rate: 2.625%

Current principal and interest payment: \$ 457.56

New principal and interest payment: \$ 418.66

**Part 3: Other Payment Change****3. Will there be a change in the debtor's mortgage payment for a reason not listed above?**☒ No☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement.  
(Court approval may be required before the payment change can take effect.)

Reason for change: \_\_\_\_\_

Current mortgage payment: \$ \_\_\_\_\_

New mortgage payment: \$ \_\_\_\_\_

Debtor 1

**Bruce A. Eutsler**

First Name

Middle Name

Last Name

Case number (if known) **20-30188-jpg****Part 4: Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.



I am the creditor.



I am the creditor's authorized agent.

**I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.**

**X** /s/ Molly Slutsky Simons

Signature

Date **07/26/2021**

Print:

**Molly Slutsky Simons**

First Name

Middle Name

Last Name

Title **Attorney for Creditor**

Company

**Sottile & Barile, Attorneys at Law**

Address

**394 Wards Corner Road, Suite 180**

Number

Street

**Loveland**

City

**OH**

State

**45140**

ZIP Code

Contact phone

**513-444-4100**Email **bankruptcy@sottileandbarile.com**



Rushmore Loan Management Services  
PO Box 514707  
Los Angeles, CA 90051  
www.rushmorelm.com  
(888) 504-6700

# Escrow Analysis Statement

Statement Date:  
Loan Number:

May 26, 2021

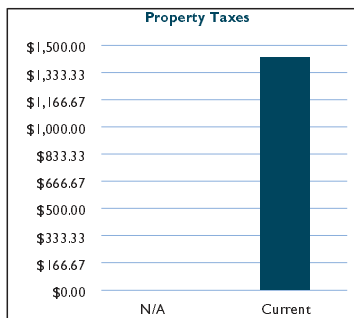
BRUCE A EUTSLER  
14975 MERCER VAN WERT CO LIN  
VENEDOCIA OH 45894-0000

Need help understanding your mortgage escrow statement?  
Scan here or visit [rushmorelm.com](http://rushmorelm.com)

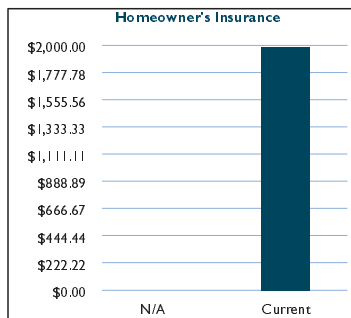


We review your escrow account annually to ensure that you have adequate funds to cover your tax and insurance items for the next 12 months. The amounts billed for certain escrow items changed. This statement describes the changes, possible changes to your monthly payments, and your options.

## What changed?



Taxes increased by \$1,428.63 per year.



Insurance increased by \$1,991.00 per year.

Changes in the above items mean that the amount needed in your escrow account increased by \$3,419.63 per year.

## How do these changes affect me?

Based upon the Anticipated Escrow Disbursements and Payments, we have determined that your Escrow Account has sufficient funds. In order to receive a refund your loan must be current, in good standing and have sufficient funds in your escrow account.

	Current Payment	Escrow Change	New Monthly Payment Effective 08/2021
<b>Due Date</b>	04/2021		08/2021
<b>Principal and Interest</b>	\$457.56		\$457.56
<b>Escrow Payment</b>	\$271.47	\$13.50	\$284.97
<b>Escrow Overage</b>			\$0.00
<b>TOTAL</b>	\$729.03		\$742.53

A detailed explanation of the calculations for your escrow account is located on page 2.

Note: **Online bill payment users:** Your payment is changing effective 08/01/2021 so **action is required.** Please log into your bank's online account and update your payment amount. Thank you!



Rushmore Loan Management Services LLC

### ESCROW OVERAGE

Loan Number: [REDACTED]  
Mortgager Name: BRUCE A EUTSLER

Escrow Overage Amount: \$560.79

Based upon the Anticipated Escrow Disbursements and Payments, we have determined that your Escrow Account has sufficient funds. In order to receive a refund your loan must be current, in good standing and have sufficient funds in your escrow account.

Rushmore Loan Management Services LLC  
P.O. Box 514707  
Los Angeles, CA 90051-4707  
[Barcode]

## How did Rushmore make the escrow calculations?

Step 1: Rushmore analyzes all items paid by the escrow account, we then calculate the amount that you'll likely need to pay these bills.

Step 2: We take your anticipated taxes and/or insurance premiums to determine the total outgoing payments. We then divide the total outgoing payments by 12 to determine your monthly escrow amount.

Your total anticipated tax and/or insurance premium(s) are as follows:

Annual Property Taxes	\$1,428.63
Annual Property Insurance	\$1,991.00
Total	\$3,419.63 divided by 12 months = \$284.97

Step 3: We calculate the minimum required escrow balance. Your escrow account must have a minimum balance of \$0.00 for the next year.

Step 4: We calculate your annual escrow account projection for the coming year. If your monthly escrow balance falls below the minimum balance of \$0.00, your escrow account experiences a shortage. If our calculation determines that your monthly escrow balance will not reach the minimum balance, your escrow account will have an overage.

The table below demonstrates the estimated activity in your escrow account for the coming year.

## What escrow activity is expected in the coming year?

The highlighted row indicates the lowest estimated escrow balance for the year of \$520.18. The difference between the lowest projected balance of \$520.18 and the minimum required escrow balance of \$0.00 is \$560.79.

\$560.79 is your escrow overage.

	PAYMENTS TO ESCROW ACCOUNT	ESTIMATED PAYMENTS FROM ESCROW ACCOUNT				ESCROW ACCOUNT BALANCE	
		MIP/PMI	Taxes	Flood Insurance	Homeowner's Insurance	Estimated	Required
<u>Anticipated Date of Activity</u>					<b>Starting Balance</b>	<b>\$1,609.69</b>	<b>\$1,089.51</b>
Aug 21	\$284.97					\$1,894.66	\$1,374.48
Sep 21	\$284.97					\$2,179.63	\$1,659.45
Oct 21	\$284.97					\$2,464.60	\$1,944.42
Nov 21	\$284.97				\$1,991.00	\$758.57	\$238.39
Dec 21	\$284.97					\$1,043.54	\$523.36
Jan 22	\$284.97		\$808.33			\$520.18	\$0.00
Feb 22	\$284.97					\$805.15	\$284.97
Mar 22	\$284.97					\$1,090.12	\$569.94
Apr 22	\$284.97					\$1,375.09	\$854.91
May 22	\$284.97					\$1,660.06	\$1,139.88
Jun 22	\$284.97		\$620.30			\$1,324.73	\$804.55
Jul 22	\$284.97					\$1,609.70	\$1,089.52

**NOTE:** If this escrow analysis indicates that there is a surplus, it may not mean that you are entitled to receive a return of that surplus. This analysis was calculated based on an assumption that the account is current according to the terms of the note and Mortgage/Deed of Trust. If the account is behind, in default, or in bankruptcy, this analysis may not reflect the current state of the account or the terms of a bankruptcy plan. If there are enough funds in the escrow account the surplus will be mailed to you within 30 days, provided the account is current under the terms of the note and Mortgage/Deed of Trust.

Back of coupon or check intentionally left blank

## What escrow activity occurred since your last analysis?

The chart below reflects what actually happened in your escrow account since your last analysis.

Between 02/2021 and 05/2021 a total of \$1,711.49 was deposited to your escrow account and a total of \$0.00 was disbursed from your escrow account as follows. Totals for each disbursements are noted below.

Month of Activity	PAYMENTS TO ESCROW ACCOUNT		PAYMENTS FROM ESCROW ACCOUNT			ESCROW BALANCE COMPARISON	
	Estimated	Actual	Estimated	Actual	Description	Estimated	Actual
					<b>Starting Balance</b>	<b>\$0.00</b>	<b>-\$24.44</b>
Apr 21		\$897.08				\$0.00	\$872.64
May 21		\$814.41			E	\$0.00	\$1,687.05

**E**—Indicates the activity has not yet occurred but is estimated to occur as shown.

*\*If there is an amount listed in the "Actual" column under Payments To Escrow Account on Page 2 above, then this is the assumption that was made and indicates the amount that would have been paid into escrow for a contractually current loan. This number does not represent payments that were actually made by you. As discussed above, these escrow calculations are calculated based on an assumption that the account would be current according to the terms of the note and mortgage/deed of trust.*

Rushmore Loan Management Services LLC is a Debt Collector, who is attempting to collect a debt. Any information obtained will be used for that purpose. However, if you are in Bankruptcy or received a Bankruptcy Discharge of this debt, this letter is being sent for informational purposes only, is not an attempt to collect a debt and does not constitute a notice of personal liability with respect to the debt.

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**ADDITIONAL NOTICES**

Rushmore Loan Management Services LLC is a Debt Collector attempting to collect a debt.

**Bankruptcy Notice.** If you are in bankruptcy or if your obligation to repay this loan was discharged in bankruptcy, this informational notice is sent to you in order to comply with statutory requirements. It is not an attempt to collect a debt. You may disregard information relating to payment remittance. You are not obligated to make payments and any amount(s) you do pay Rushmore is at your discretion. Please note, however, Rushmore reserves the right to exercise its legal rights, including but not limited to foreclosure of its lien interest, only against the property securing the original obligation.

If you have any other mortgage loans secured by the same property not serviced by Rushmore, please contact your other servicer directly to discuss any possible loss mitigation options that may be available to you.

If you are a confirmed Successor-in-Interest who has not assumed the mortgage loan obligation under State Law, this letter is being sent for information purposes only and does not constitute personal liability with respect to the debt.

**LEGAL NOTIFICATION:** Rushmore Loan Management Services LLC may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

**Notice of Error Resolution & Information Request Procedures**

The following outlines the Error Resolution and Information Request Procedures for your mortgage account at Rushmore Loan Management Services LLC (RLMS). Please keep this document for your records.

**If you think an error has occurred on your mortgage account or if you need specific information about the servicing of your loan, please write us at:**

Rushmore Loan Management Services LLC  
P.O. Box 52262  
Irvine, CA 92619-2262

All written requests for information or notices of error should contain the following information:

1. Your name
2. Account number
3. Property Address
4. Description of the error and explanation as to why you believe it is an error or a request for specific information regarding the servicing of your loan
5. Current contact information so we may follow up with you



All written requests for specific information will be handled within 30 days of receipt. We will determine whether an error occurred within 30 days after receiving your notice of error and will correct any error promptly (Notices of error on payoff statements will be handled within 7 days). If additional time is needed to investigate your complaint or request, we may take up to 45 days but we will notify you of the extension within the original 30 days. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**HUD STATEMENT**

Pursuant to section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home. You may obtain a list of the HUD approved housing counseling agencies by calling the HUD nationwide toll-free telephone at 1-800-569-4287.

**Equal Credit Opportunity Act Disclosure**

NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20552 or Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.



Rushmore Loan Management Services  
PO Box 514707  
Los Angeles, CA 90051  
www.rushmorelm.com  
(888) 504-6700

Statement Date:

06/03/2021

BRUCE A EUTSLER  
14975 MERCER VAN WERT CO LIN  
VENEDOCIA, OH 45894

RE:

14975 VW MERCER CO LINE RD  
VENEDOCIA, OH 45894-9605

### Changes to Your Mortgage Interest Rate and/or Payment Change Effective July 1, 2021

Under the terms of your Adjustable-Rate Mortgage (ARM), any applicable addendums and/or modifications (collectively, Loan Agreement), your Interest Rate (IR) and/or Payment has been in effect for 12 month(s). Your interest rate and mortgage payment will change effective July 1, 2021. Your next scheduled interest rate adjustment will occur in 12 month(s). Your next scheduled payment change will occur in 12 month(s). A change in your interest rate may also result in a change in your mortgage payment.

	Current Rate and Payment	New Rate and Payment
Interest Rate	3.62500%	2.62500%
Principal and Interest	\$457.56	\$418.66
Escrow (I)	\$271.47	\$284.97
Total Payment	\$729.03	\$703.63
		Due on August 1, 2021

#### Interest Rate:

Your new interest rate is calculated by adding the "margin", a predetermined percentage amount, to the published "index" rate and applying applicable rounding, interest rate carryover and/or interest rate caps as prescribed in your Loan Agreement. Your new interest rate is based on the "index" rate of 0.04000% which was published on June 1, 2021 and a margin of 2.25000%. The index used to calculate your interest rate is the Weekly Avg Yield On 1 Yr Us Treasury Securities which is published weekly in the Federal Reserve Board H.15 Statistical Release.

#### Interest Rate Limit(s):

Your interest rate can never be higher than 9.00000% during the course of your loan based on your Loan Agreement.

Your Loan Agreement states your interest rate will never be less than 2.25000% on a scheduled ARM adjustment. If your interest rate has been modified below this rate as part of a Modification Agreement, please be advised that this minimum interest rate floor may be reinstated at the end of the Modification period unless otherwise stated in the Modification Agreement.

Your interest rate is not allowed to increase by more than 1.00000% or decrease by more than 1.00000% with this adjustment.

#### New Interest Rate and Monthly Payment:

The table above shows your total Principal and Interest (P&I) Payment, which is \$418.66, and has been calculated using the new interest rate based on the index listed above, your margin, an amortizing term of 237 months and a projected unpaid principal balance of \$77,360.49.

**Payment Change Limit(s):**

Your loan does not limit the amount the P&I Payment can increase.

**Bankruptcy Disclosure:**

Our records indicate your loan is in an active Chapter 13 Bankruptcy status. We are sending this information to you for informational and compliance purposes only. The information contained within this notification impacts your Post-Petition Payment and not your Pre-Petition Payment. This information being provided in this notification will be submitted to the Bankruptcy Court.

If you have any questions regarding this notification, please contact Rushmore Bankruptcy Department at (888) 504-6700.

**If You Anticipate Problems Making Your Payments:**

- Contact Rushmore (888) 504-6700 Mon - Thurs 6:00 am to 7:00 pm PT Friday 6:00 am to 6:00 pm PT
- If you seek an alternative to the upcoming changes to your interest rate and payment, the following options **may** be possible (most are subject to lender approval):
  - o **Refinance your loan** with another lender;
  - o **Sell your home** and use the proceeds to pay off your current loan;
  - o **Modify your loan terms** with us;
  - o **Payment forbearance** temporarily gives you more time to pay your monthly payment.
  - o If you would like contact information for counseling agencies or programs in your area, call the U.S. Department of Housing and Urban Development (HUD) at 800-569-4287 or visit <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

- I. The sum of all escrow elements for your loan, which may include but are not limited to items such as city property taxes, county property taxes, other property taxes, homeowners insurance, flood insurance, windstorm insurance, earthquake insurance, mortgage insurance and an Overage/Shortage Spread. The escrow portion of your payment is subject to change whenever an escrow analysis is performed on your account.





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**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
TOLEDO DIVISION**

In Re:

Case No. 20-30188-jpg

Bruce A. Eutsler  
Hope R. Eutsler

Chapter 13

Debtors.

Judge John P. Gustafson

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**CERTIFICATE OF SERVICE**

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I certify that on July 26, 2021, a true and correct copy of this Notice of Mortgage Payment Change was served:

Via the Court's ECF System on these entities and individuals who are listed on the Court's Electronic Mail Notice List:

Farley K. Banks, Debtors' Counsel  
fkbanks@surge.net

Elizabeth A. Vaughn, Trustee  
13ecfnotices@chapter13toledo.com

Office of the U.S. Trustee  
(registeredaddress)@usdoj.gov

And by regular U.S. Mail, postage pre-paid on:

Bruce A. Eutsler, Debtor  
Hope R. Eutsler, Debtor  
14975 Van Wert Mercer County Line Road  
Venedocia, OH 45894

Respectfully Submitted,

/s/ Molly Slutsky Simons

Molly Slutsky Simons (0083702)  
Sottile & Barile, Attorneys at Law  
394 Wards Corner Road, Suite 180  
Loveland, OH 45140  
Phone: 513.444.4100  
Email: bankruptcy@sottileandbarile.com  
Attorney for Creditor